

JUN 16 1975 -1 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of June 2, 1975, among The Atchison, Topeka and Santa Fe Railway Company (hereinafter called the Railroad), Pullman Incorporated (Pullman-Standard division), (hereinafter called the Builder) and Metropolitan Life Insurance Company (hereinafter called the Assignee).

WHEREAS the Railroad, the Builder and other parties named therein have entered into a Conditional Sale Agreement dated as of January 15, 1975 (hereinafter called the Conditional Sale Agreement);

WHEREAS the Builder, the Assignee and other parties named therein have entered into an Agreement and Assignment dated as of January 15, 1975 (hereinafter called the Assignment);

WHEREAS the Conditional Sale Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on February 6, 1975, at 10:55 A.M., and February 10, 1975, at 1:35 P.M., respectively, and assigned recordation numbers 7822 and 7822A, respectively; and

WHEREAS the parties hereto now desire to amend the Conditional Sale Agreement by adding units of Equipment (as

defined in the Conditional Sale Agreement) not heretofore included in Schedule B of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Item (c) of Schedule B of the Conditional Sale Agreement is hereby amended to add the following additional units of railroad equipment to those set forth therein:

Type: 50'6" 100-ton hi-cube box cars with roller bearing trucks, AAR Mechanical Designation XM

Quantity: 65

Builder's Specifications: Manufacturer's Lot No. 9887

Builders Plant: Bessemer, Alabama

Railroad's Numbers (inclusive): 45835-45899

Unit Base Price: \$36,750

Total Base Price: \$2,388,750

Time and Place of Delivery: June-July, 1975
at Bessemer, Alabama

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

4. Although this Amendment Agreement is dated for convenience as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

5. Except as amended hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

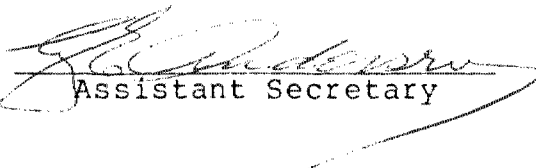
THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY,

by


Vice President - Finance

[Corporate Seal]

Attest:


Assistant Secretary

PULLMAN INCORPORATED
(Pullman-Standard division),

by Thomas D. Glavin
Vice President

[Corporate Seal]

Attest:

William O. Edrington
Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY,

by William J. Blanchfield
Vice President

by John C. Kesh
Assistant General Counsel


[Corporate Seal]

Attest:

Joseph I. Schlunkert
Assistant Secretary
JOSEPH I. SCHLUNKERT

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this *13th* day of *June* 1975, before me personally appeared R. W. Harper, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission Expires

FEBRUARY 1, 1977

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 13th day of June, 1975, before me personally appeared Thomas P. Glaser, to me personally known, who, being by me duly sworn, says that he is Vice President of PULLMAN INCORPORATED (Pullman-Standard division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

William E. Link
Notary Public

[Notarial Seal]

My Commission Expires

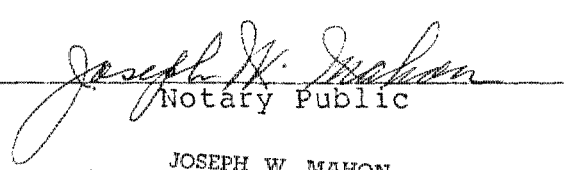
May 7, 1978

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 12th day of June 1975, before me personally appeared William J. Blanchfield and John C. Kelsh, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission Expires


Notary Public
JOSEPH W. MAHON
NOTARY PUBLIC, State of New York
No. 41-76037E3
Qualified in Queens County
Cert. filed in New York County
Commission Expires March 30, 1976